

# MOBILE DATA COMMUNICATIONS NETWORK

## Acceptable Use Policy Agreement

Wisconsin Department of Transportation  
SP4506 11/2001

The Mobile Data Communications Network (MDCN) is operated by the Wisconsin Department of Transportation, Division of State Patrol (DOT) on behalf of the Wisconsin Department of Administration (DOA) as a service to government agencies within Wisconsin. The MDCN is a radio service which includes messaging and e-mail between terminals and/or computers. The MDCN can also be used to access other computer systems and applications, including the TIME System operated by the Department of Justice (DOJ). Two related documents govern the operation of this enterprise service: the MDCN Acceptable Use Policy Agreement and the MDCN Procedures. Agencies desiring to subscribe (applicants) to the MDCN must agree to and abide by the following Acceptable Use Policy Agreement. Agency executives must sign below to acknowledge acceptance.

1. Applicant will only use the MDCN for lawful purposes in accordance with all applicable statutes, policies, and procedures.
2. Applicant has read the MDCN Procedures and agrees to abide by its provisions.
3. Applicant acknowledges no user fees have been authorized for MDCN subscribers. If such fees are authorized by state statute and/or administrative rule, the Department reserves the right to terminate the existing agreement and initiate a new agreement that will incorporate the collection of such fees.
4. Applicant understands that any relationship with and fees required by connected networks such as TIME and ITS are the responsibility of the applicant.
5. Applicant understands that any communications utilizing the MDCN are not private and may be revealed to authorized individuals. Further communications may be revealed to others in accordance with the open records statutes.
6. Applicant recognizes that the State of Wisconsin does not offer any guarantees or warranties on the performance of this or any other connected network or application.
7. Applicant agrees, to the extent allowed by law, that they are solely responsible for their acts and omissions and the acts and omissions of any others using their terminals or computers to access the MDCN and its connected networks.
8. Applicant further agrees that, to the extent allowed by law, they and any others using their terminals or computers to access the MDCN and its connected networks, shall not seek to hold liable or responsible the State of Wisconsin and any of its members, officers, employees or agents, for damages or losses of any kind arising in whole or in part out of any matters or activities pursuant to the State of Wisconsin including but not limited to losses that result from the use, misuse or lack of availability of the MDCN and its connected networks.
9. Upon review, the State will approve (by signature below) this agreement. This approved document constitutes authorization for purchase of equipment for use on the MDCN.

Agency Name	Agency Executive Officer Name (Please print)	
Agency Street Address	Internet E-mail Address	
City, State and Zip Code	Telephone	Facsimile (FAX)

X

(Agency Executive Officer Signature)

(Date)

X

(MDCN Authorized Representative)

(Date)